

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4298520

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
ENVIRONMENTAL OPERATING SOLUTIONS, INC.		02/28/2017
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION	
Street Address:	45 FREMONT STREET, 7TH FLOOR	
Internal Address:	ATTN: ANDREA HENDERSON	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94105	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	6767464	
Patent Number:	7144509	
Application Number:	14873782	
CORRESPONDENCE DATA		
Fax Number:	(858)638-5130	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-677-1400	
Email:	susan.reynolds@dlapiper.com	
Correspondent Name:	DLA PIPER LLP (US)	
Address Line 1:	4365 EXECUTIVE DRIVE, SUITE 1100	
Address Line 4:	SAN DIEGO, CALIFORNIA 92121	
ATTORNEY DOCKET NUMBER:	363363-67	
NAME OF SUBMITTER:	TROY ZANDER	
SIGNATURE:	/s/ Troy Zander	
DATE SIGNED:	03/01/2017	
Total Attachments: 6		
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PATENT

REEL: 041427 FRAME: 0584

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "**IP Security Agreement**") is entered into as of February 28, 2017, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Bank**") and ENVIRONMENTAL OPERATING SOLUTIONS, INC., a Delaware corporation ("**Grantor**").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in the Credit Agreement, dated as of the date hereof, by and between Bank and Grantor (as the same may be amended, restated, modified or supplemented from time to time, the "**Credit Agreement**"; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security.**

(a) To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including, without limitation, those copyrights, patents and trademarks listed on **Exhibits A, B and C** hereto), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

(b) This security interest is granted in conjunction with the security interest granted to Bank by Grantor under the Credit Agreement pursuant to the Security Agreement, dated as of the date hereof, between Grantor and the Bank (as the same may be amended, restated, modified or supplemented from time to time, the "**Security Agreement**"). The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

(c) Grantor represents and warrants that **Exhibits A, B and C** attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. Miscellaneous.

(a) This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(b) This IP Security Agreement shall be deemed to have been executed and delivered within the State of California and the laws of such State (irrespective of its choice of law principles) shall govern the validity of this IP Security Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties to this IP Security Agreement.

(c) This IP Security Agreement may be amended or modified only in writing signed by Bank and Grantor.

(d) Nothing in this IP Security Agreement, expressed or implied, however, is intended to confer upon any person, other than the parties and their authorized assignees or their successors by operation of law, any rights, remedies, liabilities or obligations under or by reason of this IP Security Agreement, except as expressly provided herein.

(e) This Agreement will terminate in accordance with Section 3 of the Security Agreement and is subject to the terms of Section 3 of the Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

160 MacArthur Blvd Unit 6
Bourne, MA 02532
Attn: David Leitch

ENVIRONMENTAL OPERATING SOLUTIONS,
INC.

By: 

Name: David Leitch

Title: Vice President of Finance & Administration

BANK:

Address of Bank:

45 Fremont Street, 7th Floor
San Francisco, CA 94105
Attn: Andrea Schafer

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name: Andrea Schafer

Title: VP, Relationship Manager

[Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Process and apparatus for waste water treatment	6767464	7/27/04
Process and apparatus for waste water treatment	7144509	12/5/06
Control system for nitrogen and phosphorus removal	14873782	10/2/15

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
THINK OUTSIDE THE NOX	87209559	10/20/16
MICROC	86748056	9/4/15
MICROCG	85080336	7/8/10
MICROC-IM	85937888	5/21/13
NITRACK	85670288	7/6/12
BUGFUEL	85257932	3/4/11
MICROCGLYCERIN	85198360	12/15/10
MICROCM	85080353	7/8/10